

AGREEMENT

Section on the

STATE OF CALIFORNIA

912

CITY OF LOS ANGELES

Covering the administration and control of certain Beach Areas for the purposes of operation as part of the State Park System.

4969-T37

This agreement made and entered into this tenth day of November, 1948, by and between the State of California hereinafter designated as "State" and the City of Los Angeles, a municipal corporation, hereinafter designated as "City",

WITNESSES

That, WHEREAS State and City entered into that certain agreement dated the 12th day of December, 1947, pursuant to Ordinance No. 92503 as amended by Ordinance No. 92585 of said City; and WHEREAS City has conveyed to State pursuant to said ordinance either by grant or quit-claim deeds those certain parcels of real property described in the aforesaid agreement under paragraph numbered one (1) thereof and also described in paragraph numbered one (1) hereof; and

WHEREAS paragraph numbered five (5) of the aforesaid agreement provides in part that "Immediately upon vesting of title in State to the parcels described in Paragraph 1, State shall enter into and execute a lease agreement with City."

Now, THEREFORE, in order partially to effectuate the purposes and the covenants contained in the aforesaid agreement, it is mutually understood and agreed between the parties hereto, as follows:

1. State, as Lessor, does hereby lease, let and demise unto City as Lessee, all those certain premises in the County of Los Angeles, State of California described as follows, to wit:

City Parcel 1

Those portions of Section 3, 10 and 11, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho General Redondo, as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, with the southwesterly line of the land described in deed to the Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County; thence southeasterly along said southwesterly line in all its various courses and curves to the southerly line of said section 3; thence easterly along said southwesterly line to the northeasterly line of that certain parcel of land described in deed to the Pacific Electric Railway Company, recorded in Book 5822, Page 246, of Deeds, Records of said County; thence southeasterly along said northeasterly line in all its various courses and curves to the southerly line of said section 11; thence westerly along the meander line of said ordinary high water mark of the Pacific Ocean; thence northwesterly along the meander line of said ordinary high water mark to said third course of that certain parcel of land described in deed recorded in Book 8175, Page 209, Official Records of said County; thence easterly along said third course in deed recorded in Book 8175, Page 209, Official Records of said County; to the point of beginning;

Also,

All that portion of the parcel of land (60 feet wide) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, excepting that portion of said parcel of land included within the 60-foot strip of land described in

Also,

All that portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company, (now Pacific Electric Railway Company) recorded in Book 1617, Page 310, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, excepting that portion of said parcel of land described in

Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3806, page 107, of Deeds, Records of said County.

CITY Parcel 3

Lot A, Tract No. 8573, as per map recorded in Book 103, pages 19 and 20, of Maps, Records of Los Angeles County.

CITY Parcel 4 and 5

All that portion of Block E of Resubdivision of a portion of Playa Del Rey Townsite, as per map recorded in Book 7, page 180, of Maps, Records of Los Angeles County, lying between the southwesterly prolongation of that certain course in the southeasterly line of Block A, said Resubdivision of a portion of Playa Del Rey Townsite shown on said map as having a bearing of North 64°40' East and a length of 189.89 feet, and the southwesterly prolongation of the southeasterly line of Lot 11, Block D, as shown on said map of a portion of Playa Del Rey Townsite as having a bearing of North 64°40' East!

Also,

Beginning at the northeasterly corner of said Block E, thence South 29°06' East along the easterly line of said Block E to the southwesterly prolongation of the southwesterly line of Lot 11 said Block 9 hereinabove described as having a bearing of North 64°40' East; thence southwesterly along said last mentioned southwesterly prolongation to a point in a line parallel with and distant 126 feet southwesterly measured at right angles from said northwesterly line of Block E, said parallel line being the line described and fixed in agreement between the City of Los Angeles and H. Duncan, et al., said agreement being dated October 11, 1937, and filed as Agreement No. 9358 in the office of the City Clerk of Los Angeles; thence northwesterly along said parallel line to the northeasterly line of said Block E, or southwesterly prolongation thereof; thence northeasterly along said last mentioned prolongation and/or said last mentioned northeasterly line to the point of beginning;

Also,

All of Lot D of Del Rey Beach as per map recorded in Book 6, page 186, of Maps, Records of Los Angeles County, EXCEPTING that portion of said Lot D heretofore condemned by the Los Angeles County Flood Control District in that certain action entitled "Los Angeles County Flood Control District, a body politic and corporate, vs. David Burton Beegs, Dol Roy Company, et al.", which is action No. 387081 in Superior Court of the State of California, in and for the County of Los Angeles, and which excepted portion of Lot D is the lands described in the amendment of said complaint in said action and designated in said amendment to said complaint as parcel No. 130; the southwesterly or seaward boundary

of the lands hereby conveyed being the common boundary line between said Lot D and the tide lands of the City of Los Angeles as established by, and described in, that agreement entered into between the City of Los Angeles, a municipal corporation, as party of the first part, and Del Rey Company, a corporation, as party of the second part, under date of the 2nd day of February, 1938, and which agreement was recorded as Instrument No. 788 on the 5th day of December, 1939, in Book 17050, Page 228 of Official Records of said County; said common boundary line being described therein as a straight line joining a point on the southwesterly prolongation of the northerly line of Lot D, Del Rey Beach, as per map recorded in Book 8, page 106 of Maps, Records of Los Angeles County, distant on said northerly line of Lot D and the prolongation thereof 96.57 feet southwesterly from the northeasterly corner of said Lot D, with a point on the southwesterly prolongation of the southeasterly line of said Lot D, distant on said southwesterly line of Lot D and the prolongation thereof 103.53 feet southwesterly from the southeasterly corner of said Lot D.

Also,

Lot P, Block P, Lot Q, Block Q, and Lot RR, Block R, Ocean Strand tract, as per map recorded in Book 8, page 147 of Maps, Records of Los Angeles County, and those portions of public streets shown as Tide Avenue, 40 feet wide, and as Salt Air Avenue, 40 feet wide, on said map, lying southwesterly of the northerly and southeasterly prolongation of the northeasterly line of said Lot Q.

CITY PARCEL 8

All that portion of that certain strip of land shown as "Marine Avenue" on map of Playa Del Rey Townsite, recorded in Book 8, pages 65 and 66 of Maps, Records of Los Angeles County, extending from the southwesterly prolongation of the northeasterly line of Lot A, Block 58, said Playa Del Rey Townsite to the southwesterly prolongation of the northerly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite; subject to easements of record for public street purposes; Also,

All that portion of that certain strip of land shown as "Boulevard" on map of U. L. Weeks Addition to the Town of Port Hueneme as per map recorded in Book 23, page 33, Miscellaneous Records of Los Angeles County, lying southwesterly of the northeasterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, page 107, of Deeds, Records of said County, and extending from the southwesterly prolongation of the northerly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite to the northerly line of Section 5, Township 3 South, Range 16 West, San Bernardino base and Meridian; subject to easements of record for public street purposes.

Also,

All natural and artificial accretions adjacent to the lands above described in Parcels 1, 3, 4 and 5, together with all natural and artificial accretions adjacent to parcels 3 hereinabove described for playground, recreational and beach park purposes.

Approved, as to description
Date MAR 31 1947
Lloyd Alrich, City Engineer
By Alfred L. Holsted
Deputy

2. The term of this lease shall be for the period of
sixty (60) years commencing on the fourth day of November, 1958.

3. During the term of this agreement the City shall pay, or
cause to be paid all costs for park, playground and recreational
purposes for the developing Imperial, maintaining, conserving, con-
trolling and using of said lands heretofore leased and granted to
this City and the State shall not, during the term hereof, be liable
for any of said costs for said purposes.

4. City shall have the right to manage, improve, develop,
maintain, operate, and control any and all of the said lands hereby
leased and granted to said City, and said City shall be the judge of
the necessity for, and may place or cause to be placed thereon or
theron, any structures, improvements, buildings, additions or alter-
ations, to prevent or future structures upon said City may deem desire-
able to develop the said lands for the use, enjoyment and protection
of the general public, provided however that such use and development
of said lands shall conform to standards prescribed by any and all
state laws applicable to state game parks.

5. During the term hereof the City is hereby authorized to
grant such concessions as are consistent with the purposes of this
agreement to the end that greater use and enjoyment of the said lands
may be provided all citizens of the state of California and all other
persons entitled to use and enjoy said lands for the purposes set out
in this agreement; and upon the grantin; of any such concessions the
rights of the public shall thereupon become subject to such concession
agreements, and to such rules and regulations as may be promulgated
by the City relative thereto, provided however any such concession
shall be granted and/or administered in accordance with standards
prescribed by state laws applicable to state game parks.

6. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public as said City may deem fit and proper, and any collections, fees, charges or profits from any operation relative to said lands shall remain to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.

7. Any fixtures, structures, buildings, or additions thereto, placed by the City in or upon any of the lands hereby leased and denied to the City after the effective date of this lease shall remain the property of said City, and the City may remove the same at any time during the term hereof or, at the City's option, may remove any or all of the same within a reasonable time after termination of this agreement or any extension or renewal hereof, provided however, that State, at its option, may require City to leave any or all such improvements and/or structures in place upon written notice to City by State of its election to exercise such option not less than one (1) year prior to termination of this agreement as provided herein and provided further that should State so elect, State shall reimburse City the fair market value of any such improvements and/or structures retained by State if said value to be determined by appraisers mutually agreed upon.

8. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended or renewed,

renewed, or the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate this 10th day of September, 1948.

ATTEST:

J. P. O'Connor
Executive Secretary

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|-----------------------|----------|
| STATE PARK COMMISSION | APPROVED |
| LEARNED | REVIEWED |
| FILED | 10/10/48 |

By *James S. Dean*
James S. DEAN, Director
Administrative Advisor

APPROVED:

John W. Barnes
Director of Natural Resources
State of California

APPROVED:

Walter C. Johnson
Director of Finance
City of Los Angeles

APPROVED:

Walter C. Johnson
Director of Finance
City of Los Angeles

Prepared by *John W. Barnes* 10/10/48

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|----------|----------------|
| APPROVED | RELEASED |
| CHIEF | JOHN W. BARNES |

Approved as to Form
AUG 23 1948
RAY L. CHESEBRO
City Attorney
By *Charles F. Reich*
Assistant City Attorney
CHARLES F. REICH

Approved and Verified
JAN 6 1949
RAY L. CHESEBRO City Attorney
By *Charles F. Reich*
Assistant City Attorney
CHARLES F. REICH

6 BACKFLOW PREVENTION DEVICES

C-1 \$8,000

SANITARY FACILITY, CHANGE ROOM,
PARKING LOT DEVELOPMENT, AND
LANDSCAPING
B-1 \$325,000

PERMANENT LIFEGUARD TOWERS
C-2 \$60,000

IMPROVE BEACH ROAD
A-1 \$25,000

CONCESSION AND
BIKE RENTAL BLDG.
B-2 \$35,000

dockwiler beach

TOTAL AREA

| |
|--------------------------------------|
| DEPARTMENT OF RECREATION AND PARKS |
| RECREATION & PARKS |
| 1111 CITY OF LOS ANGELES, CALIFORNIA |
| RECREATION & PARKS |
| 1111 CITY OF LOS ANGELES, CALIFORNIA |

LOS ANGELES, CITY OF
AREA NORTH OF SANTA MONICA
(AGREEMENT TO 50 YR. OPERATING AGREEMENT)

of Government

THIS AGREEMENT made and entered into this 26th day of November, 1951 by and between the State of California, acting by and through the State Park Commission of the State of California, hereinafter referred to as "the State", and the City of Los Angeles a municipal corporation of the State of California, hereinafter referred to as "City".

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WHEREAS a 50 year operating agreement was entered into on the 30th day of December 1948 by and between the parties hereineto, and

113 WHEREAS it is agreed that the parties to said agree-
114 ment dated December 30th, 1948 and the parties hereto are the
115 same and identical parties, and

WILDEAR, said amendment will be to the best interest
of the State Park System and City in creating an immediate
accurate compliance with the intentions of the parties hereto.

23
24
NOT WITHSTANDING IT IS HEREBY AGREED BY AND BETWEEN
the parties hereto that said agreement dated December 30, 1948
be and the same is hereby amended as follows:

26 By adding to said agreement immediately following
26 the sub-paragraph designated "Parcel 3" in paragraph 1 on page 2
27 thereof the following, to-wit:

filled or unfilled, to-morrow.

Beginning at a point on the ordinary high-water mark of the Pacific Ocean, which point bears S. 3 $\frac{1}{4}$ ° 14' 34" W., 26.22 ft. from a 2 inch iron

Approved, as to description
Date Oct 25, 1951
Lloyd Mihalk, City Engineer
By R. B. HALSTED
Denny Clark

1 pipe identified as the most easterly corner of
2 Lot 6 of Tract No. 10426 as recorded in Map Book
3 165, Pages 11 and 12 of the Records of the County
4 Recorder of Los Angeles County, thence from said
5 point of beginning along the said ordinary high
6 water mark S. 42° 52' 44" E., 226.86 ft.; S. 58°
7 23" N., 15.26 ft.; S. 80° 42' 24" E., 55.73 ft.;
8 S. 77° 44' 07" E., 23.53 ft.; S. 61° 06' 46" E.,
9 66.24 ft.; S. 63° 26' 06" E., 134.16 ft.; S. 59° 48"
10 07" E., 1/1.15 ft.; S. 60° 32' 30" E., 124.03 ft.;
11 and S. 60° 51' 57" E., 69.83 ft.; thence across
12 artificially accreted tide land S. 29° 08' 03" W., 75 ft. more or less to the line of mean high
13 tide as it exists from day to day, thence northerly
14 and westerly along the said line of mean high tide
15 as same exists from day to day to a point which
16 bears S. 34° 14' 34" W., 200 ft. more or less from
17 the point of beginning, thence across artificially
18 accreted tide land N. 34° 14' 34" E., 200 ft. more
19 or less to the place of beginning. Bearings, dis-
20 tances and plane coordinates are based on the
21 Lambert Conic Conformal Projection for Zone 5,
22 California, as set out in tables published in U.S.
23 Coast and Geodetic Survey's Special Publication
24 No. 202 entitled "Triangulation in California, 1935".

15 IN WITNESS WHEREOF the parties hereto have caused
16 these presents to be executed by their respective officers
17 thereunto duly authorized, the day and year first above written

| | | |
|----|---|---|
| 19 | State of California Acting By and Through Its State Park Commission | By <u>J. H. Knowland</u> , Chairman |
| 20 | <u>ATTEST</u> <u>J. H. Knowland</u> | <u>J. H. Covington</u> , <u>Executive Secretary</u> |
| 21 | | |
| 22 | | |

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|--|----------------------------|---------------------|----------|--------------------------------|------------|---------------------------------|--|
| City of Los Angeles, a Municipal Corporation, Board of Recreation and Park Commissioners | | | | | | | |
| APPROVED: Director of Natural Resources | By <u>Marvin J. Tolman</u> | | | | | | |
| APPROVED: | | | | | | | |
| <table border="1"> <tr> <td>Director of Finance</td> <td>Approved</td> </tr> <tr> <td>ATTACHMENT OF FINANCE APPROVED</td> <td>A APPROVED</td> </tr> <tr> <td colspan="2">CITY CLERK, 1918821 Los Angeles</td> </tr> </table> | | Director of Finance | Approved | ATTACHMENT OF FINANCE APPROVED | A APPROVED | CITY CLERK, 1918821 Los Angeles | |
| Director of Finance | Approved | | | | | | |
| ATTACHMENT OF FINANCE APPROVED | A APPROVED | | | | | | |
| CITY CLERK, 1918821 Los Angeles | | | | | | | |
| <p style="text-align: right;">Form 10 for 1951 Approved as of December 31, 1950 RAY L. CHESEBRO, City of Los Angeles Deputy City Clerk</p> | | | | | | | |

| | | |
|----------------------------------|-----------------|------------------------|
| Director of Finance | Value | Measure |
| ATTORNEY IN CHARGE | MENT OF FINANCE | |
| APPROVED | | |
| CITY CLERK, 19118527 Los Angeles | | |
| JAMES S. DEAN, Director | | WILLIAM W. R. |
| By | | Administrative Auditor |

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